

imminent threat of violation of this Conservation Easement. Grantee may not, however, receive more than one remedy (including without limitation, damages and injunctive relief) for the same injury or violation.

- f. Delay in Enforcement: Notwithstanding the foregoing, any delay in enforcement shall not (by itself) be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.
8. Ownership Costs and Liabilities: In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or property insurance of any kind related to ownership of the Conservation Easement Area. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Conservation Easement Area or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of employees, agents and invitees of Grantee.
9. Cessation of Existence: If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall be conveyed by Grantee to another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor, Grantee, ACOE and OEPA.
10. Termination: This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:
  - a. Unexpected Change in Conditions: If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated: (1) by a written agreement of Grantor and Grantee which is approved by ACOE and OEPA; or (2) by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any termination of this Conservation Easement or involuntary conversion (by eminent domain) involving all or any portion of the Conservation Easement Area, pursuant to such proceedings, and subsequent to such termination or extinguishment, shall be established by such agreement of termination (or by judicial proceeding in the event that no agreement is reached) or in the eminent domain proceeding, unless otherwise provided by Ohio law at the time, with respect to the division of condemnation proceeds.
  - b. Eminent Domain: If the Conservation Easement Area is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Conservation Easement Area at the effective date of this Conservation Easement.
11. Recordation: The Grantor or its successors and assigns shall record this instrument in a timely fashion in the official record of Belmont County, Ohio and shall re-record it at any time as may be required by Grantee to preserve the Grantee's rights in this Conservation Easement.